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DOCUMENTS

THE CHICAGO TREATY OF 1833

WITH INTRODUCTION AND NOTES BY MILO M. QUAIFE

The Chicago Treaty of 1833, with the negotiating of which the following documents deal, was an event of considerable importance, particularly in the history of Illinois and Wisconsin. From the first advent of the white man in this region the Potawatomi tribe of Indians had made its home in some portion of the territory adjacent to Lake Michigan. By the Chicago Treaty of 1833 the Potawatomi and allied tribes, the Chippewa and Ottawa, at length agreed definitely to leave this region and find a new home beyond the Mississippi. To the whites was surrendered their title to some 5,000,000 acres of fertile land in northern Illinois and southern Wisconsin, embracing the tract between Lake Michigan and Rock River and extending northward from an east and west line drawn through the southernmost point of Lake Michigan.

The circumstances attending the negotiation of the treaty were typical, probably, of those of Indian treaties generally in the first half of the nineteenth century. Yet two or three facts give to this treaty a somewhat special degree of interest. One is that we have left to us fuller and better descriptions of the negotiation of the treaty than is commonly the case. Another and more important one is that a larger sum of money was distributed in the form of gratuities more or less disguised, to facilitate the conduct of the negotiations. It is with this phase of the subject that the documents here presented deal. So far as known, no student of American history has ever seriously set himself the task of illuminating the subject of the process whereby the American government secured from the red man, in successive treaties, title

to the greater portion of the land of continental United States.¹ A comprehensive study of this subject would reveal much of interest and value; it would be certain, too, to disclose much of a nature far from flattering to the American government and nation. That the Chicago Treaty of 1833 would afford some material of this sort for the construction of the narrative, it requires no hardihood to affirm. Charges of improper influences and conduct in connection with the framing of the treaty began to be made as soon as it was negotiated. Some of them, doubtless, were irresponsible and unfounded, but there is reason for supposing that this was far from being true with respect to all of them. The letter of Governor Porter is preserved in the Burton Library at Detroit, and acknowledgment is due to Mr. Burton for the copy we present. The charges against Porter are copied from a contemporary broadside preserved among the Martin manuscripts in the Wisconsin Historical Library. The two documents go hand in hand, for it is evident that the charges which Porter sought in his letter to Jackson to refute are identical with those stated in the broadside, although the latter seems not to contain all the material which had been submitted to Jackson and which was referred by him to Porter to answer. Readers who may be interested in pursuing the subject further may find a discussion of the Chicago Treaty of 1833 in the present editor's *Chicago and the Old Northwest 1673-1835*, 353-66.

CHARGES PREFERRED AGAINST GEORGE B. PORTER

Detroit, December 12, 1833.

To Hon. the Chairman of the Committee on Indian Affairs
in the U. S. Senate

The following are the charges and specifications preferred
against George B. Porter, Governor of Michigan Territory,
and Superintendent of Indian Affairs:

¹ The State Historical Society of Wisconsin has under preparation a volume devoted to those Indian treaties which are of more direct interest to Wisconsin.

GOV. PORTER, COL. OWEN, MR. WEATHERFORD,	}	<i>Commissioners Chicago Indian Treaty, 1833.</i>
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*Robert A. Forsyth,..\$3000	}	out of the \$100,000 appropriated in lieu of the reservations—Forsyth, of the U. S. Army, receiving his as Indian Chief.
†James Kinzie, 5000		

*Robert A. Forsyth,.\$3000	}	To be allowed out of \$175,000 appropriated for claims against the Indians. The names marked *, are the Children of Old Mr. Forsyth; those marked†, are the Children of Old Mr. Kinzie. The annexed claims are allowed to the heirs of Forsyth and Kinzie, for the destruction of property by the Indians during the late War.
*Marcia Kercheval,.. 3000		
*Alice Hunt, 3000		
*Jane Forsyth, 3000		
†Jno. H. Kinzie,.... 5000		
†Ellen Woolcott,.... 5000		
†Maria Hunter, 5000		
†Robert A. Kinzie,.. 5000	}	Mr. Forsyth died in 1814, and
† do. do. do ... 1216		
*Robert A. Forsyth,. 1300		
\$42,516		

his claims against the Indians were never heard of till now.

Old Mr. Kinzie, whose claims are placed on the same ground, died a subject of the King of Great Britain—he fought against this country in the late war—his own family only escaping at the massacre of Chicago. The heirs of Forsyth and Kinzie, are cousins, consequently the above claims are all in one family. Major Robert A. Forsyth, a Paymaster in the U. S. Army, and the individual above named, was one of the committee on claims who allowed the above sum of \$42,516 to himself, his sisters and cousins—one individual only being associated with him. The Major, and all of his sisters, were born in the province of Upper Canada, and he to this day has never been naturalized. He is, however, the especial protege of the Secretary of War, and Governor Porter. A large amount of just claims were rejected by the Committee, to make room for the claims allowed above.

*Robert A. Forsyth,.\$ 300	}	Said to be held in trust for certain Indians, and allowed by the Committee on Claims.
* do. do. do. .. 200		
* do. do. do. .. 1000		
* do. do. do. .. 800		
* do. do. do. .. 200		
* do. do. do. .. 400		

Roberson and Caldwell, the principal Chiefs of the Potawatamie Nation, half whites, and persons whom Robert A. Forsyth can control as he pleases, received \$10,000 each, as a bribe to induce them to influence the other Chiefs of the Nation. It is allowed out of the \$100,000 appropriated in lieu of reservations. Caldwell was the principal Chief at the massacre of the River Raisin. A Frenchman called Loranger, an Indian trader, was allowed by the committee on claims \$5000, by assigning his claim to Robert A. Forsyth, to whom he was indebted \$3000. The goods *furnished by John H. Kinzie, Aid-de-Camp to Governor Porter, (and the individual named in the list of claims,) and Mr. Kercheval, (the husband of Maria Kercheval, named in the list of claims,)* under former treaties, amounted to \$100,000. The practice of Gov. Cass has always been to give the furnishing of goods to be distributed among the Indians, under a regulation of a former treaty, to the Indian Agent at the Agency where the goods were to be distributed, as a perquisite of his office. Had the precedent been followed in the present case, the Indian Agents at Green Bay, Chicago and Logansport, would have had the distribution of the goods. But Gov. Porter assigned, *over and over again*, as a reason for taking this perquisite from the Agents, that he was desirous of saving the per centage usually allowed them, and that in lieu of this per centage, he had engaged Kinzie and Kercheval only as agents to purchase the goods in New-York, and was to give them a per diem allowance for this trouble. Yet, in express contradiction of this declaration, Governor Porter, *as can be positively proved*, has allowed to Kinzie and Kercheval, 50 per cent. on the whole amount of goods furnished, making to them a profit of \$50,000.

Claims	\$42,516	This amount of public money is put into the pockets of one family in the short space of six weeks. Is it not reasonable to
Trust Fund	3,200	
Profit on Goods ...	50,000	

————— \$95,716 suppose, that Governor Por-

ter finds a strong reason for confining the patronage of the Government to one family, in the *fact that he comes in for a share of the "plunder?"*

In addition to this, Kinzie and Kercheval have received from Governor Porter, the contract to furnish the Indians with horses, from which they will undoubtedly realize \$10,000.

Kinzie also obtained the exclusive furnishing of the goods at the forks of the Wabash, amounting to \$40,000, and Kercheval at Nottawassippie, to the amount of \$20,000.

It is a fact notorious among all who attended the Chicago Treaty, that the goods furnished at that treaty, were afterwards taken from the Indians in large amounts, and furnished at other places. Kinzie himself, used the goods which he furnished the Indians as a *gag* to those who complained of his conduct, by making them presents of cloth, &c.

Lucius Lyon, our Delegate in Congress, is in possession of all the foregoing facts, and will vouch for their correctness; and for their further confirmation, I refer you to Geo. W. Ewing, Logansport, Ind.; Alexis Coquillard, South Bend, Ind.; Thos. J. V. Owen, Indian Agent, Chicago; Peter Godfroy, Teunis S. Wendell, Wm. Brewster, Edward Brooks, and S. T. Mason, of Detroit; and Robert Stewart, Mackinac; and Col. Ewing, Secretary of the Commissioners. Most respectfully submitted for your consideration.

Your Obedient Servt.

LETTER FROM GEORGE B. PORTER TO PRESIDENT

ANDREW JACKSON

Detroit, December 15th, 1833.

Gen'l Andrew Jackson,

President of the United States,

Sir.

After a fatiguing tour of more than three months, in performance of the several public duties assigned to me, I arrived here last evening, and have the honor to acknowledge the receipt, this morning, of your letter of the 2nd inst, with its inclosure.

Personal respect for you, Sir, restrains the expression of feelings, outraged and indignant at having been made the object of calumnies, so wantonly malicious and grossly untrue, as those contained in the paper laid before you, a copy of which you have transmitted.

I appreciate, with a proper sense of the obligation, the considerate justice which has offered me the means of confronting my accusers, whenever they shall declare themselves; and I thank you for the renewed mark of confidence in my integrity, thus indicated.

The statements contained in this tissue of fabrications, shall be met fully and fairly, by my own distinct declarations, which, if deemed insufficient, shall be sustained by ample testimony, incapable of refutation. And if in vindicating my honor from unmerited aspersion, the detail should prove tedious, I ask, not doubting it will be granted, your forbearance for a temper, smarting under a sense of undeserved injury.

I may be permitted to premise, that like other public men, I too, have my enemies. But for this peculiar and vindictive rancour that assails me, I cannot otherwise account, than by attributing it to that fruitful source of evil passions—disappointed expectations. If, in the endeavor faithfully to discharge my duties; it has not been in my power to accomplish *all* the wishes of *all*, it is but the common lesson which experience has taught, to others as well as to myself. The invidious feeling which these causes produce, seeks to gratify itself, by wresting from me the credit of having effected an important Treaty, and would willingly sacrifice to its object the best interests of the country.

To proceed then to the matters alleged against me.

The first proposition contains both an indirect and a direct falsehood. First, in stating, for the purpose of disparagement, that but three million acres of land are purchased, when in point of fact, there are nearly six millions; And Secondly, that the title not being in the Indians, "*there was no necessity for a Treaty at all.*" The declaration itself is utterly without foundation; but waiving this, I remark, that the province of determining this "*necessity*," rested not with the Commissioners but with the President. In the present instance, it is well known that a cession of country along the Western shore of Lake Michigan was deemed of so much importance, that an appropriation for holding the Treaty was made at the last Session of Congress—Who could be ignorant of this fact? And yet, those who profess to under-

stand this matter better than the President and Congress, and the Secretary of War, whose knowledge of these Indians and this region of country is minutely particular, assert that the land did not belong to the Indians ceding it, and that "*a little investigation will satisfy any reasonable man that there was no necessity for a Treaty at all.*"

It is stated also that to indulge my favoritism its objects always found it an easy matter to "persuade his Excellency to get up a Treaty." The mendacity of the writer is equalled only by his ignorance. The power which assumes the ordering of Treaties does not lie with me. But without this, the charge is unfortunate in its application, for I appeal to my letters on file in the Department to show whether this appointment was eagerly coveted, or reluctantly accepted, by me. And the instructions of the Department under which the Commissioners acted, (an extract from which for your convenience I enclose), will show, that the Secretary was not only aware of the importance of the duty but directed us "*not to abandon it till all hopes of success were exhausted.*" That we succeeded in effecting all that was required of us and, in the opinion of every good and intelligent citizen with whom I have conversed, made a valuable Treaty, advantageous alike to the Government and the Indians, of importance to the surrounding country, and this in the most public and honorable manner, I had never heard doubted, until my return to this place. Since then, I have heard of boasts that I should be destroyed. And accordingly, during my *absence*, falsehood and aspersion were busy with my character and conduct. To destroy the confidence you repose in me, no means have been scrupled at.—First, it is boldly proclaimed that I cannot effect a Treaty—then it is denied that any credit is due to *me*, for having accomplished it:—and now, I am held exclusively answerable for the whole Treaty, and every circumstance attending it.

To my Co-Commissioners, and the gentleman selected *by them* as the Secretary of the Commission, who are all highly respectable Citizens of Illinois:—to the full Journal of all our proceedings:—to the many distinguished citizens of Illinois, Indiana and the surrounding country:—to every honourable man who was present during the Council, among

whom are Mr. Daniel Jackson of New York—and Mr. Robert Stewart, the Agent of the American Fur Company at Michilimackinac, both of whom I understand to be now in Washington, and whose characters are known to you, I appeal with confidence, for a refutation of these slanders.²

The suggestion that extra allowances have been made to me for extra services is not disputed, being an usage of the Government from its first institution. The labors I have performed and the fatigues I have undergone, in this tour, over roads almost impassable, and during a continuation of the most unfavorable weather, teach me to believe that I have honestly earned all that the Rule of Department will allow: But the vile and mean insinuation appended, and which none but an utterly corrupt heart could generate, that I have *sold* my patronage, does not require an answer.

In reference to the claims or accounts contained in the Schedules annexed to the Treaty, to some of which particular exception has been taken, I proceed, in explanation, to state: That in furtherance of the policy of the Government to remove these Indians West of the Mississippi, the Commissioners refused to grant Reservations of land, although these were greatly preferred, but agreed, in lieu thereof, that a part of the *consideration money* should be apportioned among such individuals as the Indians chose to designate. In like manner another part of the consideration money, the *amount* of which was fixed, was to be applied in satisfaction of claims, which, on examination, should be admitted by the Indians to be justly divided. Who, so well as they, could tell whether they were indebted to an individual or not? But to protect themselves against unfounded claims, many of which were presented, the Chiefs and head men employed a gentleman of high standing and respectability, as their assistant, and asked permission that he might be present at the investigation of the claims. This gentleman was Richard E. Hamil-

² Daniel Jackson belonged to the firm of Suydam, Jackson and Company of New York, large importers of goods for the fur trade. Robert Stuart was manager at Mackinac for the American Fur Company. Porter's appeal to these men is not entirely convincing, since they were important representatives of the fur trade merchants who, as a class, profited most largely by the gratuities and allowances concerning which complaint was being made.

ton, Esq.,³ of Chicago—in whom these Indians reposed unbounded confidence—They farther requested that Major Forsyth, for whom they professed a like regard, and who was familiarly known to them, should aid their friend Col. Hamilton in the duty confided to him. Impressed, as all were, with the character of the two gentlemen for integrity and honor, so reasonable a request was not denied.—In the presence of the Chiefs and those Assistants, the commissioners proceeded in the examination of the numerous claims, the *decision* on each claim being made by the commissioners; by all of them; and by them *alone*; and the amount allowed on each claim was then and there written down by the Secretary. So far as relates to the allowances, (so principal an object of animadversion), granted to the heirs of Forsyth & Kinzie, I aver, without fear of contradiction, that neither Major Forsyth nor any of the persons interested, had anything to do with the decision upon them; nor, to the best of my knowledge and recollection, were any of them present, when they were acted on—The Chiefs and Head men insisted upon these allowances, and the Commissioners, on hearing the representation of the Indians unanimously acquiesced in their justice. These with the several other claims allowed form, as I have stated, a part of the consideration money of the Treaty, and if it were possible, which it certainly is not, to preserve the Treaty, striking these out, the Individuals named would, I have not a doubt, suffer neither detriment nor loss—The whole Potawatamie Nation would, I am persuaded, restore the allowances at the Annuity table.

The name of Robert A. Forsyth, which occurs three times in the first statement of allowances, belongs to two different individuals, one of whom is a Merchant in Ohio,⁴ and the other, the Paymaster. The extensive trade in which the Merchant of this name in Ohio is engaged will appear on reference to several Treaties lately made in Ohio and Indiana.

³ Richard J. Hamilton came to Chicago in 1831 as first clerk of the circuit court of Cook County. During the next few years he held a large number of local offices of a legal or fiscal nature, much of the time holding several at the same time. He had much to do with the establishment and early administration of the public school system of Chicago.

⁴ Robert A. Forsythe of Ohio was an early trader at Maumee City in Lucas County. He was probably the son of James Forsythe, an early merchant and tavern keeper of Detroit. He was one of the founders of the lower Maumee Valley.

Nor is this confusion of names mentioned in defence or extenuation—I am ignorant of any just ground of exception to my conduct, in the whole history of this transaction, but I note it, merely, as one of a series of deceptive statements. The jeering comment follows that “Major Forsyth of the United States Army, received his \$3000 as an Indian Chief.” These falsehoods are almost too gross for refutation. The Treaty states the allowance. Does it say he received it as an Indian Chief? The Indians stated, themselves, and without any prompting on the part of the Commissioners, that there was due to Robert A. Forsyth a reservation, which had long since been promised by their nation, and which they had desired Governor Cass and Judge Sibley, Commissioners at the Treaty of Chicago in 1821, to grant him. This request has been reiterated at the Treaty of St. Joseph, in 1828, as can be attested by Gov. Cass and Mr. Menard, the Commissioners;—the land being then, and ever since, set apart for him by the Indians. It was not secured to him in either of these Treaties, because not included within the bounds of the lands then ceded. The Commissioners, in this, as in every other instance when it could be done compatibly with the policy of the Government, and with justice to Individuals and the Indians, conceived it their duty to obey their wishes.⁵ The selection of persons to examine and adjust claims, as well for reservations as on account of losses, was made, not by the Commissioners, but by the Indians themselves. The claims were all subjected to the supervision of the Indians, or persons they themselves appointed to represent them;—It is notorious that they expressed at all times the most unhesitating confidence in their Indian Agent, Col. Owen, who was one of the Commissioners:—in Col. Hamilton, whom they specially deputed to act for them, and in the two persons

⁵ The pronouncement of Meriwether Lewis to President Jefferson on this point, given in a case which involved the same principle as the one here involved, is not without interest in this connection: “I am confident that, if the United States should never confirm the lands to the present claimants, it will not prove a source of disquiet on the part of the Osages; and should they be ever countenanced or receive confirmation, on the ground of their being Indian donations, it would introduce a policy of the most ruinous tendency to the interests of the United States; in effect it would be, the Government corrupting its own agents; for, I will venture to assert, that, if the Indians are permitted to bestow lands on such individuals as they may think proper, the meanest interpreter in our employment will soon acquire a princely fortune at the expense of the United States.” *American State Papers, Indian Affairs*, I, 767.

scoffed at as "*half whites*," Caldwell and Robinson.⁶ With these was associated also Joseph, an influential Chief, who was present in every business transaction—Caldwell and Robinson have been nurtured with, and raised by, these Indians, one from childhood, and the other from his birth; they are identified with this tribe, and are Indians in character, in manners, in mode of life, in sentiments and conduct, and as such are regarded by them. By reference to the Treaty of 1829, it will be seen that they were then acknowledged as the principal men, and the Treaty was made with them. Whom could they trust if not these? After the assent to sell had been obtained, and the general preliminaries had been agreed upon, the Indians in open council, as will appear by the Journal, advised the Commissioners that they had confided the care of their interests, and all the details of the Treaty, to these, their principal chiefs; and the Commissioners, as I considered then and now, properly acquiesced. When these details were completed, and the Treaty reduced to form, it was read by Col. Hamilton in private Council to the Indians, and was again read before them in public Council, by myself, and unanimously approved. It is represented that old Mr. Forsyth never had \$500 in property in his life. This can be disproved by a hundred witnesses, conversant with the fact, that he was extensively engaged in the Indian trade. So, too, the assertion that "old Mr. Kinzie died a subject of the King of Great Britain", can be falsified by the records of the War Department, showing him to have been for many years after the war a *Sub Agent of the Government*. Equally and unqualifiedly false also is the declaration that "he fought against his country in the late war," or "led the Indians in the Massacre of Chicago." On the contrary he was a zealous and efficient partizan of the American party, and as the books of the American Fur Company will show, was their agent at his death.

Nor is the declaration that Major Robert A. Forsyth, a Paymaster in the United States Army, has never been "naturalized," by which it is intended to be conveyed that he is an alien, less destitute of truth. The Father of Major

⁶ Billy Caldwell and Alexander Robinson, halfbreeds, who were influential with the Potawatomi and the Ottawa.

Forsyth was an American Citizen, (born in Detroit), and has always resided in this country, and the accidental circumstance that Major F's mother was, at his birth, among her friends across the narrow line which divided the Territory from Canada, did not, nor could, divest him of his national character. The law of nations recognize no such principle: Accordingly, the vote of Major Forsyth has never been challenged at an election; he bore a Commission, as a Cadet of the Military Academy, and subsequently as an officer in the Army of the United States. He has been elected to the Legislature of the Territory, and executed the trust; where the objection stated, if valid, would have been fatal. Finally, he has received from the President of United States, a Commission as Pay Master in the United States Army. Equally deceptive with every other feature of this malignant attempt to destroy me, is the perverse meaning significantly assigned to the trusts, confided to Major Forsyth and Mr. Kinzie. They are real, substantial trusts, created under circumstances of perfect notoreity at Chicago, and challenge scrutiny. In these, as in every other case, the appointment was made without consulting the individual, and in some instances against his inclination.

Major Forsyth is charged also with having bribed Caldwell and Robinson with \$10,000 each, to influence the Chiefs of their Nation. This varies in nothing from the complexion of the other statements. It is a pure fiction. Major Forsyth had nothing to do with the matter. The Individuals cited, received, by the express direction of their people, the sum of \$10,000 each, *as the two head men of the nation*, to whom the entire direction of their affairs had long before been committed,—on whom they not infrequently lived, and to whom they looked for relief in their necessities. A reference to the Journal will establish the fact of their appointment, because it is so declared in the speeches of the Indians, delivered in public Council. If the Indians, in open Council, declare what shall be done with a part of the consideration money of their land and, according to their custom, insist that their principal Chiefs shall be provided for out of it, why should it be objected to? As well might it be objected that \$5000, a part of this consideration money, is appropriated at the request of the

Chiefs to the students of the Choctaw Academy, of which sum the Honorable Richard M. Johnson is constituted Trustee.⁷

It is said also among other representations that a Frenchman called Loranger,⁸ who never had goods in the Indian country, was allowed by the Commissioners on Claims \$5000 by assigning his claim to Robt. A. Forsyth to whom he was indebted \$3,000.

It is with difficulty Sir, that I can sufficiently command my feelings, or control the disgust with which I am affected, at these monstrous falsehoods, for while I would speak of them in the manner they merit, I would not forget the respect due to you. But in the above proposition of three lines, are stated three direct, unqualified untruths:—First—That he had had no goods in the Indian Country which could be refuted by a common clamor. Second—That he assigned his claim to Major Forsyth; and Third—That he was indebted to him for \$3000.—I have already named Mr. Daniel Jackson, of the firm of Suydam, Jackson & Co., of N. Y. who are so extensively engaged in the sale of Indian Goods—Of him I would ask how long he has known Mr. Loranger to be in the Indian trade, and what has been the amount of goods sold yearly to Mr. Loranger—The claim of Mr. Loranger was much greater than the allowance—The balance is lost to him, because not presented at the Treaty in Indiana in October 1832, being due by that Band or Party of Potawatamie Indians—He has been in the Indian trade since 1804, and lives within sight of this town.

I had intended to close this communication here; but I cannot remain silent, while slanders are heaped upon the gallant dead. The characters and memories of John Kinzie and Robert A. Forsyth deceased have been wickedly assailed—and by whom? Their descendants would like to know—For the part each one of these individuals took, and the important services rendered by them to the American Government in the late war, reference is made to many of the

⁷ Unfortunately for Porter's justification in this particular instance, the investigations of students have revealed much that is of questionable propriety in connection with Johnson's conduct of his Indian school.

⁸ Joseph Loranger was a fur trader in the River Raisin and before the War of 1812 had a store in partnership with Lafontaine. In 1817 he platted the town of Monroe, Michigan, of which place his descendants were prominent citizens.

first men in the country; Among those immediately around you is the Secretary of War, Major General Macomb, General Gratiot and Colonel Croghan.—Having considered it my duty to make inquiry I have obtained the following information and believing it to be strictly correct, I give it to you as such.—

Memoir of the late John Kinzie of Michigan.⁹

John Kinzie died at Chicago in 1828, aged 64 years; he came to this part of the Country when a boy and was in the Indian trade during the greater part of his life. He went to Chicago, Illinois, in 1803—was Sutler for the United States troops for several years, and was the first to take from Detroit the news of the declaration of War, to Captain Heald then commanding the Fort at that place.¹⁰ On the eve of the massacre at Chicago, Mr. Kinzie with two friendly Indian Chiefs, called at Captain Heald's quarters, and advised him not to abandon the Fort as was contemplated the next morning, but to remain as long as possible; for if he left it he would certainly be attacked by the Indians, who had collected to the number of five hundred warriors.—Captain Heald persisted in going—said he had orders from Genl. Hull to evacuate the post, and to proceed with his command to Fort Wayne. Captain Heald then requested Mr. Kinzie to accompany him, which he did, leaving his family with but three men to protect them on their way to St. Joseph (distant by water 100 miles). Mr. Kinzie's family were taken prisoners a few hours previous to the massacre. Mr. Kinzie was in the battle, as well as one daughter, the wife of Lieutenant Helm, whose horse was shot from under her. She received a wound in the foot from the ball which killed her horse. Mr. Kinzie was taken prisoner with the surviving command of Captain Heald. Having been long a principal trader among these Indians, and much esteemed by them, he was next day by a Council held by the Chiefs, liberated, and his family restored to him.

⁹ The correctness of this narrative is not above question in all respects. In general it may be noted that Porter was bent on presenting a favorable account of Kinzie's career, and that he evidently drew his information from friendly sources. Nevertheless, it constitutes an interesting addition to our sources of information concerning Kinzie, the reputed "father of Chicago."

¹⁰ Kinzie removed to Chicago in 1804, the year following the establishment of Fort Dearborn. The statement that he brought the news of war to Fort Dearborn is incorrect.

He then prevailed upon the Indians to surrender to him Captain Heald and family, whom he furnished with conveyance to Mackinac.¹¹ Mrs. Heald now residing at St. Louis can prove all these facts.—Having lost all his property to a very considerable amount (it being a wholesale establishment) consisting of merchandise, furs and peltries and horses, etc., taken by the Indians, he went to Detroit. His influence while there was directed toward affecting a change in the views and feelings of the Indians at that time unfriendly to the American Government. This influence with the different tribes of Indians was very considerable and as a proof of it General Proctor commanding the British force in Detroit and its vicinity sent for Mr. Kinzie, and when he went to see him General Proctor immediately confined him as he said “for daring to prejudice the Indians against his Majesty’s subjects or forces, and would send him where he would not see an Indian in a hurry.”—Mr. Kinzie was twice rescued by several Indian Chiefs, and once in the presence of General Proctor himself. Mr. Kinzie was again taken by General Proctor and *closely confined in irons* at Fort Malden (as also a Mr. Jean Bte Chandonnois who subsequently made his escape and is now living in the St. Joseph country) and kept there for months. He was finally, to conceal him from the Indians, sent off in the night in irons—was treated in the most brutal manner by his guard, and was shipped for England for trial—Fortunately for him, the Ship lost her rudder, and she was obliged to put into Halifax, having on board a great number of American prisoners.—He thence made his escape in a crowd of paroled prisoners, and returned to his family in Detroit, after it had been taken possession of by General Harrison’s Army. Mr. Kinzie had not been long at home before he was called upon by Colonel Croghan, and accompanied the expedition under him to Mackinac, and was Captain of a party of Militia at the battle fought on the Island of Dousman’s Farm. Mr. Kinzie, after the close of the War, held the appointment of Sub Indian Agent for many years at Chicago.—He was well known to Generals Harrison, Macomb, Gratiot, and Col. Croghan.—During the

¹¹ This statement is in contradiction with our other sources of information on the subject.

time of hostilities, his energies were always devoted to the American cause.

Robert A. Forsyth was long and extensively engaged in the Indian trade.—His residence was at Detroit and his trading establishments in different places in the Indian Country. He not only enjoyed the confidence of the Indians but that of his fellow citizens. Every honest man then resident of Detroit can attest to his bravery during the late War. Such had been his conduct that, on the surrender of Detroit, he was marked as a fit subject for British vengeance.—He was torn from his family and with his only son, the present Major Forsyth, then a boy of about fourteen years, put on board the British vessels and carried off; his several infant daughters being left without a protector; their father's house occupied by the British troops; and all his valuable property pillaged and carried away. Being landed on parol at Erie, Penn., the father and son soon afterwards found their way to General Harrison's Army. This gentleman can attest to the many valuable services which they rendered. The father died in the year 1813, in the service of his country, without having been permitted to return to his family:—Being early enured to the hardships of trading among the Indians and being naturally active and brave the son frequently performed duties, from undertaking which others were deterred by their severity and danger. For the history of the son, the hardships he encountered, his important services before, and his gallant conduct during the war, I refer you to the Honourable Lewis Cass, who is familiar with its details.

I have now, Sir, I believe, with one exception, gone over the whole ground. That exception relates to the furnishing of goods by Mr. Kercheval and Mr. Kinzie, and as it has no connection with the Treaty of Chicago, being in fulfilment of the stipulations of previous treaties, and in the making of which I had no agency, and concerns myself exclusively, I shall make it the subject of a communication to accompany this.

The question so insidiously put, of whether "the Governor does not secretly reap a share of the plunder" I cannot, consistently with the respect due myself, answer.—Whether I have forgotten principle and character, and everything

dear to an honourable mind, to defile my hands with the contamination of a bribe, is a question others must settle for me.—

In conclusion, I have only to add that, to the issue I have here made up, I commit without shadow of fear of the result, what is dearer to me than all else—my reputation and good name.

[G. B. PORTER.]